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any other way or manner." The defendant trust company advertised that it would give advice concerning the making of wills and the appointment of executors. When an application was made for such advice, a clerk of the defendant summoned by telephone an attorney retained by the defendant, who drafted a will for the customer, making the defendant executor. No charge was made to the customer for this service. *Held*, that the defendant was guilty of a violation of the statute. *People v. People's Trust Co.* (1917, App. Div.) 167 N. Y. Supp. 767.

The statute is prolix and blindly drawn and the meaning of the words above quoted is obscured rather than aided by reading them in their context. Some parts of the section would seem to indicate that it referred only to services or advice in connection with suits or proceedings before courts or other tribunals. Other provisions, however, tend to support the broader interpretation which the court gave to the section. As applied to the particular case the statute at first sight may appear somewhat drastic. It was obvious, however, that the inducement to the defendant to make such an arrangement was the hope or expectation of being named as executor in return for its courtesy to the customer, and the court justifies the prohibition on the ground that the situation thus created did not conduce to the undivided allegiance which a client should receive from his attorney.

EVIDENCE—ADMISSIONS—TRANSFER OF PROPERTY AS ADMISSION OF LIABILITY.—The plaintiff sued for personal injuries caused by the negligence of the driver of the defendant's jitney. The defendant claimed that the driver at the time was on "a frolic of his own," and was not acting within the scope of his employment in driving over the route where the accident happened. The plaintiff brought out by cross-examination of the defendant that he transferred his property to his wife immediately after the accident. *Held*, that the evidence was admissible as evidence of the defendant's consciousness that he was legally liable. *Chauffy v. DeVries* (1918, R. I.) 102 Atl. 612.

As indicated by the cases cited in the opinion, there is a conflict of authority on the admissibility of such evidence. It is true that a transfer of property might be made without any consciousness of liability, as for example, simply to avoid the inconvenience of having the property tied up during a threatened suit. But on the other hand, the defendant has an opportunity to explain his conduct, and while the court should no doubt proceed with caution, and each case should be considered on its own facts, it would seem that in many cases such evidence might have sufficient probative value to justify its admission under proper instructions. For a discussion of the admissibility of verbal admissions of liability see (1917) 27 YALE LAW JOURNAL, 277.

INTERNATIONAL LAW—TRADING WITH THE ENEMY.—Section 1 of the German legislative decree of Sept. 30, 1914, forbids payments to Great Britain or her colonies, directly or indirectly. The defendant, a partner (nationality not stated) of a firm in Punta Arenas, Chile, while resident in Germany, directed his firm in Chile by telegram to pay a debt owed by the firm to a British creditor. *Held*, that the defendant in Germany in effect directed the transfer of a part of his partnership funds located in Chile, to Great Britain, and hence was guilty of violating the decree mentioned. *In re Elkan*, reported in (1917) 44 CLUNET, 255, from an account of the case tried in the court of first instance (probably *Amtsgericht*) of Berlin, given in the *Frankfurter Zeitung* of June 19, 1916.

The prosecution contended that the decree prohibited any act which might increase the national resources of Great Britain, and that the prohibition